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February 7, 2023

Hon. Lorna G. Schofield
U.S. District Court, Southern District of N.Y.
40 Foley Square, Courtroom 1106
New York, New York 10007

Re: *loanDepot.com, LLC v. CrossCountry Mortgage, LLC, et al.*, No. 1:22-cv-05971-LGS

Dear Judge Schofield:

Pursuant to the Court’s Rule III.D.3, the Confidentiality Order in this action (ECF No. 95), and the Court’s memorandum endorsement dated February 1, 2023 (ECF No. 224), Plaintiff loanDepot.com, LLC (“loanDepot”) submits this letter in support of Defendant Stuart Kolinsky’s (“Kolinsky”) motion to file under seal the document filed as ECF No. 222-1.

The letter attachment filed under seal by Kolinsky contains confidential incentive compensation agreements entered into between loanDepot and Kolinsky. It contains, among other things, the terms of how Kolinsky would be compensated during his employment at loanDepot. These documents contain “non-public, proprietary, financial, commercial, personal, or business information” of parties to this action, and are thus properly designated and treated as confidential pursuant to Paragraph 3 of the Confidentiality Order. Indeed, Individual Defendants have likewise marked their own offer letters from CrossCountry, which contain compensation terms, as “Attorneys Eyes Only.” Given the parties’ agreement that financial information should be afforded confidential treatment, loanDepot respectfully requests that the document remain under seal, in accordance with Paragraph 13 of the Confidentiality Order.

Respectfully submitted,

/s/ Jessica F. Pizzutelli

cc: All Counsel of Record

Application DENIED without prejudice. The terms of the Confidentiality Order are not dispositive of whether a document should be filed under seal. If Plaintiff seeks to maintain the document in question under seal, Plaintiff shall file a renewed motion by February 10, 2023, explaining why sealing is warranted under the test articulated in *Lugosch v. Pyramid Co. of Onondaga*, 435 F.3d 110, 119-20 (2d Cir. 2006).

Dated: February 8, 2023
New York, New York

LORNA G. SCHOFIELD
UNITED STATES DISTRICT JUDGE